

## **BullGuard EULA** **22<sup>nd</sup> September 2015**

### **Generic EULA** **Last modified 22<sup>nd</sup> September 2015**

This End User License Agreement (the "Agreement") is a legal and enforceable agreement between you (either an individual or an entity) and BullGuard Limited (the "Company") regarding the use of Company's software and service (and all successor products/services), as the case may be which may include user documentation provided in electronic form (the "Software").

BEFORE YOU ACCEPT THE TERMS AND CONDITIONS, PLEASE READ THIS AGREEMENT CAREFULLY. BY BREAKING THE SEAL, OPENING THIS PACKAGE, LOADING THE SOFTWARE OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "CANCEL" BUTTON AND THE DOWNLOADING PROCESS FOR THE SOFTWARE TO YOUR COMPUTER WILL TERMINATE.

Grant of License. During the term of your subscription license, subject to the payment of the applicable fees and your compliance with the terms hereof, this Agreement permits you to use the specified version of the Software, for internal purposes only (i.e. not for resale or sub-licensing) on the number of computers for which you have a license. The Software is "in use" on a computer when it is loaded into the temporary memory (i.e. RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that computer. We reserve all rights not expressly granted herein. IF YOU ACCEPT THE STANDARD OPTIONS AT INSTALL, YOU AGREE TO PERMIT US TO DISABLE WINDOWS DEFENDER TO ENSURE THERE ARE NO CONFLICTS BETWEEN ITS OPERATION AND THE OPERATION OF THE BULLGUARD® SOFTWARE.

Copyright. The Software is owned by Company or its suppliers or licensors and is protected by International copyright laws and international treaty provisions. We (and our suppliers) own and retain all right title and interest in and to the Software, including patents, trademarks, copyrights, trade secrets and other intellectual property rights embodied or contained therein . The Virus Scan Engine is based on Bitdefender technologies. Bitdefender™ and the respective technologies are the property of SOFTWIN. Therefore, you may not use, copy, or distribute the Software without authorization. The Software (as at the date of this EULA) also includes software developed by the University of California Berkeley and its contributors.

The subscription includes use of the anti-virus program and virus recognition updates for the period of the subscription. Any program updates required to use the virus recognition updates are included in the subscription, PROVIDED THAT if you have acquired a version of the Software which is not the most recent version, and has not been subsequently updated by BullGuard pursuant to a valid subscription, then BullGuard shall not be obliged to provide any additional updates to such version. BullGuard may make available new optional features that may require an additional subscription.

BullGuard reserves the right to amend the Software and the manner of its provision to you from time to time as BullGuard determines in order to facilitate continued functionality and serviceability of the Software, including the substituting of any supporting platforms provided by third party suppliers.

Restrictions. You may not rent, lease, or loan the Software, but you may transfer your rights under this Agreement permanently, provided you transfer this Agreement, the Software and all

accompanying printed materials, retain no copies, and the recipient agrees to the terms of this Agreement. You may not reverse engineer, decompile, sublicense or disassemble the Software, except to the extent the foregoing restriction is expressly prohibited by applicable law. You may not modify, or create derivative works based upon the Software.

In some circumstances the Software may provide you with the option to access and utilise other products or platforms (provided by third party suppliers) for the purposes of storing your content. If you elect to access and/or utilise any such other products or platforms, you do so at your own risk, and BullGuard accepts no responsibility for the continued operation and availability of such third party products or platforms, or your continued access to any of your data submitted to or stored on such third party products or platforms.

WARRANTIES. THE SOFTWARE IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY WHATSOEVER. YOU ASSUME ALL RISKS AND RESPONSIBILITIES FOR SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. THE COMPANY MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR FREE OR FREE FROM INTERRUPTION OR FAILURE, OR THAT IT IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU HEREBY ACKNOWLEDGE THAT THE SOFTWARE MAY NOT BE OR BECOME AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING WITHOUT LIMITATION PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, TECHNICAL FAILURE OF THE SOFTWARE, TELECOMMUNICATIONS INFRASTRUCTURE, OR DELAY OR DISRUPTION ATTRIBUTABLE TO VIRUSES, DENIAL OF SERVICE ATTACKS, INCREASED OR FLUCTUATING DEMAND, THE TURN OF THE MILLENNIUM, AND ACTIONS AND OMISSIONS OF THIRD PARTIES. THEREFORE COMPANY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY REGARDING SYSTEM AND/OR SOFTWARE AVAILABILITY, ACCESSIBILITY, OR PERFORMANCE.

LIMITED LIABILITY; NO LIABILITY FOR CONSEQUENTIAL DAMAGES. YOU ASSUME THE ENTIRE COST OF ANY DAMAGE RESULTING FROM YOUR USE OF THE SOFTWARE AND THE INFORMATION CONTAINED IN OR COMPILED BY THE SOFTWARE, AND THE INTERACTION (OR FAILURE TO INTERACT PROPERLY) WITH ANY OTHER HARDWARE OR SOFTWARE WHETHER PROVIDED BY THE COMPANY OR A THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL; WORK STOPPAGE; HARDWARE OR SOFTWARE DISRUPTION IMPAIRMENT OR FAILURE, REPAIR COSTS, TIME VALUE OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, OR THE INCOMPATIBILITY OF THE SOFTWARE WITH ANY HARDWARE SOFTWARE OR USAGE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES IN ANY ONE OR MORE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE. EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Your Information and the Company's Privacy Policy. By entering into this agreement, you agree that the Company may retain the information provided by you, including your name, email address and credit card information. The Company employs other companies and individuals to perform

functions on its behalf. Examples include fulfilling orders, delivering packages, sending postal mail and e-mail, removing repetitive information from customer lists, analysing data, providing marketing assistance, processing credit card payments, and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes. You also agree that the Company may collect information about the configuration and operation of your computer and the programs that attempt to execute on it. This information is collected to enhance the firewall and anti-virus protection and to provide you with information about threats detected. It is not shared with anyone other than you and developers of the program.

The Company publishes a privacy policy on its web site and may amend such policy from time to time in its sole discretion. You should refer to the Company's privacy policy prior to agreeing to this Agreement for a more detailed explanation of how your information will be stored and used by the Company. The Company's privacy policy is provided as a courtesy for informational purposes only and contains a statement of its present guidelines and goals with respect to collection, retention and use of data the Company may obtain from your purchase or use of the Software. The Company does not make any and hereby disclaims to the maximum extent allowed by law any and all covenants, representations and warranties with respect to its compliance with the statements of intent contained in the Company privacy policy.

**Storage of data.** Where the Software provides for any archiving solution for your data (other than data storage provided by third parties) then upon termination of your subscription for the Software, any data held by BullGuard will be maintained for up to 8 weeks following termination of your subscription after which it will be permanently deleted. Access to such data following termination of your subscription will not be possible unless you take out a further subscription for the Software before the expiry of the above mentioned 8 week period.

**Renewal.** You may opt for automatic renewal of your subscription to the Software. You will be informed of the expiration of your subscription and of the Company intent to use your credit card prior to the renewal. You will be given the opportunity to terminate your subscription prior to the renewal occurring. Unless you elect to opt out of renewing your subscription as provided above, the Company will, upon expiration of your subscription to the Software, automatically renew your subscription to the Software at the then prevailing price, using credit card information you have provided. Alternatively, you may also elect not to renew your subscription, at any time during your subscription period, by contacting the Company's customer service department and informing them of your desire not to renew your subscription prior to any such renewal.

**General.** This Agreement is governed by the laws of England and Wales, without reference to conflict of laws principles.

**Contact Information.** Should you have any questions concerning this Agreement, or if you desire to contact the Company for any reason, please email to [mail@BullGuard.com](mailto:mail@BullGuard.com) or write: BullGuard Ltd, 9 Devonshire Square, London, EC2M 4YF, United Kingdom. <http://www.BullGuard.com>.